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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Re Application of : Peter Melchior et al
Serial No. : 09/981,626
Filed : October 16, 2001
Title : PURCHASE ORDER AMENDMENT AND
NEGOTIATION IN A FULL SERVICE TRADE
SYSTEM
Art Unit : 3629
Examiner : Janice A. MOONEYHAM
Confirmation No. : 7032

Mail Stop Appeal Brief - Patents
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Date: November 6, 2006

Signature:

Timothy J. Bechen (Reg. No. 48,126)

TRANSMITTAL

Transmitted herewith is a Appeal Brief in support of the Notice of Appeal filed ~~September 29, 2006.~~
^{August 31,}

The Commissioner is hereby authorized to charge payment of the Appeal Brief fee of **\$250.00 (Small Entity)** to the **Kenyon & Kenyon LLP** Deposit Account Number **11-0600**.

The Commissioner is hereby authorized to charge any additional fees or credit any overpayment in connection with this paper to Deposit Account No. 11-0600. A copy of this form is enclosed for charging purposes.

Respectfully submitted,

KENYON & KENYON LLP

Dated: November 6, 2006

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BOARD OF PATENT APPEALS AND INTERFERENCES

In re Application of: MELCHIOR et al. : Examiner: J. MOONEYHAM

For: PURCHASE ORDER AMENDMENT
 AND NEGOTIATION IN A FULL
 SERVICE TRADE SYSTEM

Filed: October 16, 2001

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APPEAL BRIEF PURSUANT TO 37 C.F.R. § 41.37

SIR:

On August 31st, 2006, Appellants submitted a Notice of Appeal from the final rejection of claims 1-23 contained in the Final Office Action issued by the U.S. Patent and Trademark Office (the "PTO") on June 1, 2006, in the above-identified patent application. The Notice of Appeal was received by the PTO on September 6, 2006. This Appeal Brief is being submitted on November 6, 2006 within the two-month response time.

In accordance with 37 C.F.R. § 41.37, this brief is submitted in support of the appeal of the final rejection of claims 1-23. For at least the reasons set forth below, the final rejection of claims 1-23 should be reversed.

1. REAL PARTY IN INTEREST

The real party in interest in the present appeal is TradeCard, Inc., a Delaware Corporation, having a place of business at 75 Maiden Lane, New York, New York 10038. TradeCard, Inc. is the assignee of the entire right, title, and interest in the present application.

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2. **RELATED APPEALS AND INTERFERENCES**

There are no interferences or other appeals related to the present application.

3. **STATUS OF CLAIMS**

Claims 1-23 are currently pending.

4. **STATUS OF AMENDMENTS**

There are currently no amendments pending.

5. **SUMMARY OF THE CLAIMED SUBJECT MATTER**

Claims 1, 4, 14-15, 17-20 and 22-23 are independent claims. Claims 1-16 are directed to “a computerized system for facilitating transactions in goods or services.” Claims 17-21 are directed to “a computerized method for facilitating transactions in goods or services.” Claims 22-23 are directed to “a computer usable medium storing program code which, when executed on a computerized device, causes the computerized device to execute a method for facilitating transactions in goods or services.” Claims 1-16 also contain numerous “mean plus function” limitations, which are noted in accordance with 37 C.F.R. §41.37(v).

For the sake of clarity, Appellants citations shall refer to the Published Application No. 2002/0178021 instead of the originally filed Application, as there have been no amendments to the specification.

Claim 1 recites a computerized system for facilitating transactions in goods or services where this computerized method is performed by the server computer 102, including a trade program 112 having a purchase order agreement amendment program 114 of Fig. 1. (See, e.g., ¶ 65, lines 1-4). (See also, e.g., ¶ 68, lines 7-21). The computerized system includes the means for performing four processing steps, where the structure of the mean plus function limitations includes the server computer 102. The computerized system includes the computing system providing executable instructions or processing capability for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement. (See, e.g. Step 202 of Fig. 2 and ¶70). The computerized system includes the computing system providing executable instructions or processing capability for allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification. (See, e.g.

Step 204 of Fig. 2 and ¶71). The computerized system includes the computing system providing executable instructions or processing capability for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications. (See, e.g. Step 206 of Fig. 2 and ¶72). The computerized system further includes the computing system providing executable instructions or processing capability for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications. (See, e.g. Step 208 of Fig. 2 and ¶73).

Independent claim 4 also recites a computerized system for facilitating transactions in goods or services, including the above-recited steps of claim 1 and two additional steps. The structure of the mean plus function limitations includes the server computer 102. The computerized system includes the computing system providing executable instructions or processing capability for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications. (See, e.g. Step 302 of Fig. 3 and ¶76). The computerized system includes the computing system providing executable instructions or processing capability for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications. (See, e.g. Step 304 of Fig. 3 and ¶77).

Independent claim 14 also recites a computerized system for facilitating transactions in goods or services, including steps similar to the above-recited steps of claim 1 and the additional an additional limitation. The structure of the mean plus function limitations includes the server computer 102 executing operational instructions. The computerized system includes the computing system providing executable instructions or processing capabilities for allowing electronic negotiation between the seller and the buyer relating to establishing the purchase order agreement. Fig. 4 and ¶¶ 78-82 generally describe the electronic negotiation process between a buyer and a seller.

Independent claim 15 also recites a computerized system for facilitating transactions in goods or services, including steps similar to the above-recited steps of claims 1, 4 and 14.

Dependent claims 2-3, 5-9, 11, 13 and 16 also include various means plus function limitations. The structure of the mean plus function limitations includes the server computer 102 executing operational instructions.

The computerized methods of claims 17, 18 and 19 recite limitations similar to the above-discussed claims 1, 4 and 14, respectively. The computer usable mediums storing programming code of claims 22 and 23 recite similar limitations to the computerized system of claim 15, where the purchase order agreement of claim 22 includes the additional limitation of “as modified by any modifications,” which is omitted in claim 23.

6. GROUND OF REJECTION TO BE REVIEWED ON APPEAL

Claims 1-23 are not anticipated by and as such are patentable under 35 U.S.C. §102(e) in view of U.S. Patent No. 6,141,653 issued to Conklin et al. (hereinafter referred to as “Conklin”).

7. ARGUMENTS

Claims 1-23 stand finally rejected as being anticipated under 35 U.S.C. §102(e) by Conklin. This rejection is improper because Conklin fails to identically disclose each and every claimed limitation of claims 1-23.

To anticipate a claim under 35 U.S.C. §102(b), a single prior art reference must identically disclose each and every claim feature. See Lindeman Maschinenfabrik v. American Hoist and Derrick, 730 F.2d 1452, 1458 (Fed. Cir. 1984). If any claim feature is absent from a prior art reference, it cannot anticipate the claim. See Rowe v. Dror, 112 F.3d 473, 478 (Fed. Cir. 1997).

Claims 1-23 are generally directed to a system for facilitating a transaction in good and or services. Among other limitations, claims 1, 4, 14-15, 17-20 and 22-23, recite “receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller’s obligations as defined by the purchase order agreement” and “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement.”

By contrast, Conklin is directed to a system allowing various levels of online negotiations and maintaining an electronic record of the various levels of negotiations. As described in Conklin, this process is termed an iterative, multivariate system. For example, the Abstract illustrates the various applications for the invention including online

contract negotiations between different commercial parties. The Conklin system would facilitate the buyer and seller negotiating various contracts and would actively record the different negotiated exchanges. (See for example that passage entitled “Non-repudiation” beginning on col. 30, line 32 through col. 31, line 25.) Conklin, by its very nature of merely being a negotiation tracking system does not identically disclose “receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller’s obligations as defined by the purchase order agreement” or “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement.” The Conklin system is only directed to the mutual agreement between parties on the underlying electronic contract and not with the fulfillment of the agreement.

On Page 3 of the final Office Action, the Examiner asserts that Conklin discloses the limitation of “electronically evaluating whether the seller has complied with seller’s obligations as defined by the purchase order agreement” (emphasis added) in numerous locations, including: Fig. 1(g), element 58; Fig. 8 elements 580 and 585; Figures 15a – 23; Fig. 30; column 15, lines 7-12; column 27, lines 6-10 and Fig. 16. Additionally, the Examiner indicates in the Response to Arguments section beginning on page 12 into page 13 of the final Office Action further recitation of the original support citations and further discussion of Fig. 1(g) and the new citation of col. 31, lines 40-53 relating to the buyer requesting a sample element from the buyer. Appellants respectfully disagree with the Examiner’s assertions, submitting this rejection is improper.

As noted above, Conklin is at its very essence a **system for negotiating commercial contracts**. For example, col. 13, line 66 – col. 14, line 26, succinctly discloses the Conklin system as a “multivariate negotiations engine for iterative bargaining.” The rest of this passage specifically points out that the Conklin system is used to create a central location for negotiating a contract, including maintaining “internal databases that contain the history of all transactions in each community, so that sponsors, buyers and sellers may retrieve appropriate records to document each stage of interaction and negotiation.” (col. 14, lines 21-25). By contrast, the Conklin system does not disclose business processes **beyond** the original contract negotiation.

Appellants herein specifically addresses each of the Examiner’s asserted positions that Conklin discloses the recited limitation of “electronically evaluating”:

Fig. 1(g), element 68

Fig. 1(g) is described on col. 15, lines 49-50 as “a block diagram showing some of the main interactions enabled by the present invention.” Element 68 includes the box under the Sponsor Process including the text “Deal Concluded & Archived.” Col. 19, lines 47-48 clarifies that “[o]nce a deal is concluded it is archived 68, by multivariate negotiations engine 212 on behalf of seller.” This passage does **not** assert that the Conklin system “electronically evaluates whether the seller has complied with the seller’s obligations as defined by the purchase order agreement,” rather this passage merely states that a “deal,” which includes the negotiated terms, can be stored by the engine 212.

For further clarification regarding Fig. 1(g), col. 19, lines 28-37 describe “order activity 58 which allows the seller to follow activity by e-mail or browser or similar means, and request data downloads or activity reports on transaction data.” (col. 19, lines 34-37). As to the term “transaction data,” Conklin is unclear as to whether this transaction data relates to the procurement and shipment of goods and services or to stages of negotiations. Regardless of this lack of distinction, it is clear that again Conklin does not disclose “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement,” because, among other reasons, the disclosed Conklin system only states “concluded & archived,” which does not expressly include any step of electronic evaluation by the Conklin system.

Fig. 8, elements 580 and 585

Fig. 8 illustrates a flowchart of the reporting features of the Conklin system while the specification of Conklin omits any discussion of Fig. 8, elements 580 and 585. Looking specifically at Fig. 8, box 570 states that “[s]ellers may view their transaction records from pending to final sales ... Orders are held in this pending database until they are closed and archived by the Seller.” (emphasis added). Step 580 is merely a decision block indicating whether the negotiated element(s) has(ve) been shipped and if so, step 585 indicates that the “[o]rder is marked as shipped in the database” and this information is available to the Seller.

Fig. 8, elements 570, 580 and 585 are nothing more than reporting functions relating to the various stages of the reports 211-02. Fig. 8 and the specification do not indicate that if the product is shipped, any shipment information is compared to negotiated contract information, rather step 580 merely states that the order “is marked as shipped.” Allowing a user to view transaction records and mark an order as shipped in the database and making this information available to the seller is wholly inconsistent with

“electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement,” because the Conklin system does not provide any disclosure of any electronic evaluation of the seller’s compliance with the defined obligations.

Figs. 15a-23

Figures 15a – 23 illustrate various sample usage screens of the Conklin system. These figures merely illustrate the iterative nature of negotiations, the primary purpose of the Conklin system. Figure 15a, while missing any supporting discussion in the specification, merely illustrates a sample screen shot of accounts waiting for the seller’s approval. This screen shot does not disclose the Conklin system “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement.”

Figures 15b-23 illustrate different processing screen shots and sample electronic mail communications to different parties. The Examiner-cited figures merely illustrate input and output information processed through the Conklin system. For example, box 370 in Fig. 16 states the attached is “a proposed Letter of Credit from ABC, Inc.” upon which the seller may approve or edit various fields. Figs. 17-23 illustrate nothing more than the text of sample emails that can be transmitted between the contract parties, including an automated message that a sample item has been shipped (Fig. 23). These sample screen shots and sample email texts do not disclose “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement,” but rather merely relate to the negotiation of contracts.

Figure 30

Figure 30 illustrates a wire transfer instruction sheet which is to be printed out and taken to a bank for making a wire transfer payment. This screen shot and the accompanying disclosure on col. 27, lines 26-31 do not disclose “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement,” but rather only provides pre-formatted paperwork for being printed and provided to the buyer’s bank and Conklin does not disclose an electronic evaluation to generate the sheet.

Col. 15, lines 7-12

The Examiner-cited passage states as follows:

“Still another aspect of the present invention is that sponsors can perform many more functions, such as establishing

standards, basic contract terms for the community (if desired), removing non-compliant participants, changing the structure of the seller and buyer databases, and so on than existing systems allow any administrator to perform.”

This passage clearly and succinctly delineates steps that the “sponsor” can perform, such as removing non-compliant participants. This passage does not disclose “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement,” because, among other reasons, the sponsor being able to remove non-compliant participants and the subsequent removal of participants is **not** an electronic evaluation. The Examiner-cited passage does not state that the Conklin system evaluates participant actions, but merely states that if a party is non-compliant, a sponsor has the ability to remove the participant.

Col. 27, lines 6-10

This cited passage states as follows:

In a proposed letter of credit, such as that shown in FIG. 16, the buyer's bank assumes the full credit risk, and is absolutely obligated to pay the seller, provided the seller ships goods in a way that conforms in every detail to the terms of the letter of credit.

This passage does not support the proposition the Conklin system “electronically evaluates whether the seller has complied with the seller’s obligations as defined by the purchase order agreement,” because this passage states nothing more than the known existing modus operandi for the use of letters of credit, with reference to the sample letter of credit illustrated in Fig. 16. The cited passage does not disclose that the Conklin system performs any electronic evaluation, which is outside of the scope of the Conklin system being an iterative negotiation system.

Col. 31, lines 40-53

This Examiner-cited passage discloses the shipment of samples by a seller to a buyer. In the Conklin system, the seller states it is willing to send sample orders for a predetermined price. The buyer may then request a sample, whereupon the Conklin system sends a notification (as shown in Fig. 23) that a sample has been requested. Whereupon, the seller then sends the sample to the buyer. The Examiner-cited passage also discusses that different payment means may be utilized.

This passage does not disclose that the Conklin system “electronically evaluates whether the seller has complied with the seller’s obligations as defined by the purchase

order agreement,” for numerous reasons. First off, the transaction of a sample is not a condition of a purchase order agreement, but rather a service the seller offers to provide as a condition for using the negotiation system. Secondly, the Conklin system merely facilitates the sample transaction by sending notifications to each party. As discussed above regarding the Figs. 15a – 23, these notifications are merely electronic messages transmitted through the Conklin system and do not provide the basis for any “evaluation” of the Conklin system relative to the terms of a negotiated purchase order agreement.

In support of this present rejection, the Examiner cites to 13 different figures and 3 separate passages in Conklin. None of these figures and passages support the assertion that Conklin discloses “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement.” Rather, all of these figures and passages support the primary function of the Conklin system, which is the negotiation of the underlying contract between parties.

In the response to arguments section of the Final Office Action, the Examiner asserts further positions regarding Appellants’ assertion that Conklin fails to disclose “receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller’s obligation as defined by the purchase order agreement as modified by any modifications.” Appellants respectfully disagree because Conklin does not disclose “electronic evidence” that any party has complied with the terms of the negotiated contract, but rather as stated above, the Conklin system merely provides the iterative negotiation of the contract and a central location for inter-party correspondences after the contract has been negotiated. Even in view the Examiner’s broad definition of the term “evidence,” Conklin is silent as to receiving and storing electronic evidence for performance relating to seller’s obligation, but rather merely facilitates cross-party communication, such as the various screen shots and sample email messages of Figs. 15-23.

Advisory Action comments

Additionally, in an Advisory Action mailed 10/11/2006, the Examiner provided further assertions regarding upholding the finality of the rejection of claims 1-23. Appellants submit the Examiner maintains an improper interpretation of the limitation of “electronically evaluating whether the seller has complied with the seller’s obligation.”

Appellants initially note that Independent claims 1, 4, 14 and 15 recite “means for electronically evaluating,” but that Independent claims 17-20 and 22-23 recite

“electronically evaluating.” As noted above, the structure for performing the means step of electronically evaluating may include the server computer 102 of Fig. 1 and as described in ¶¶ 65 and 68.

The Examiner further asserts that the broadest possible interpretation of the limitation of “electronically evaluating” could involve a computer in the evaluation step. Appellants agree that the step of electronically evaluating is performed by the computer, but respectfully disagree with the Examiner’s overly broad interpretation that the step of evaluating can be manually performed in conjunction with the computer.

The Examiner’s logic is fatally flawed and hence the final rejection is also improper. The Examiner asserts an improperly broad interpretation of the step of “electronically evaluating” to include an evaluation that is assisted by an electronic component, here being a computer screen. The Examiner’s assertion that a person “reading a computer screen while making an evaluation would be making an evaluation using a computer” is not consistent with “electronically evaluating” because this person would inherently be “manually evaluating with assistance of electronic means.” The language of the term “means for electronic evaluating” (and “electronically evaluating”) provides that the act of evaluation is done electronically, **not** manually done with the assistance of an electronic computer screen.

The Examiner points to a dictionary definition of the term “electronic” that includes the definition “implemented on or by means of a computer : involving a computer <electronic banking>.” From this definition, the Examiner interprets the limitation of “electronically evaluating” to include evaluation steps that involve assistance from a computer, to which Appellants respectfully disagree. The Examiner-provided definition of this term is vague because even the stated example of “Electronic Banking” does not mean that a person manually performs banking operations while staring at a computer screen, but rather Electronic Banking is commonly known as performing banking activities using a computer and Internet connection. The Examiner has improperly broadened the limitation of “electronically evaluating” because the step of “electronically” as used and claimed herein necessarily implies being performed by a computing device and **not** being manually performed based on assistance from a computing device.

In its most simplest terms, the rejection of claims 1-23 is improper because the Conklin system is a completely different system, which is a central online negotiation system allowing for and tracking multiple iterations of a negotiated contract. The Conklin

system operates in a completely different manner, which is allowing parties to negotiate a contract on the central server. The Conklin system generates a completely different result, which is a centrally stored master contract and storage of the iterations of that contract. The Conklin system does not disclose, teach or suggest the step of “electronically evaluating whether the sell has complied with the seller’s obligations” because the Conklin system merely tracks iterative contract negotiations and is not directed to actively electronically monitoring post-contractual activities.

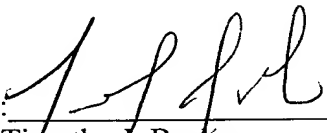
Regarding claims 2-3, 5-13, 16 and 21, these claims depend from independent claims 1, 4, 15 and 20, respectively, and recite further patentable subject matter in view thereof. Therefore, for at least the reasons stated above as to claims 1, 4, 15, 20 and 22-23, claims 2-3, 5-13, 16 and 21 are also patentable.

8. **CONCLUSION**

For at least the reasons indicated above, Appellants respectfully submit that the art of record does not teach or suggest Appellants' invention as recited in the claims of the above-identified application. Accordingly, it is respectfully submitted that the invention recited in the claims of the present application is new, non-obvious and useful. Reversal of the Examiner's rejections and objections of the claims is therefore respectfully requested.

Respectfully submitted,

Dated: 11/06/2006

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CLAIMS APPENDIX

1. A computerized system for facilitating transactions in goods or services, the system comprising:

means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement;

means for allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications; and

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications.

2. The system of claim 1, wherein the means for allowing electronic modification of the purchase order agreement comprises means for allowing electronic negotiation between the seller and the buyer relating to the modification.

3. The system of claim 2, wherein the means for allowing electronic negotiation comprises:

means for allowing a first one of the seller and the buyer to communicate to a second one of the seller and the buyer one or more first proposed modifications to one or more terms of the purchase order agreement; and

means for allowing the second one of the seller and the buyer to communicate to the first one of the seller and the buyer an action selected from the group of accepting the first proposed modifications, declining the first proposed modifications, and communicating to the first one of the buyer and the seller one or more second proposed modifications; and

means for modifying the purchase order agreement in accordance with any modifications that have been proposed by the first one of the seller and the buyer and accepted by the second one of the seller and the buyer, and in accordance with any modifications that have been proposed by the second one of the seller and the buyer and accepted by the first one of the seller and the buyer.

CLAIMS APPENDIX 1

4. A computerized system for facilitating transactions in goods or services, the system comprising:

means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement;

means for allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications;

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications;

means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications; and

means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications.

5. The system of claim 4, wherein the means for allowing electronic modification of the purchase order agreement comprises means for allowing electronic negotiation between the seller and the buyer relating to the modification.

6. The system of claim 5, wherein the means for allowing electronic negotiation comprises:

means for allowing a first one of the seller and the buyer to communicate to a second one of the seller and the buyer one or more first proposed modifications to one or more terms of the purchase order agreement; and

means for allowing the second one of the seller and the buyer to communicate to the first one of the seller and the buyer an action selected from the group of accepting the first proposed modifications, declining the first proposed modifications, and communicating to the first one of the buyer and the seller one or more second proposed modifications; and

means for modifying the purchase order agreement in accordance with any modifications that have been proposed by the first one of the seller and the

CLAIMS APPENDIX 2

buyer and accepted by the second one of the seller and the buyer, and in accordance with any modifications that have been proposed by the second one of the seller and the buyer and accepted by the first one of the seller and the buyer.

7. The system of claim 5, comprising means for storing, for reference, electronic records indicating any proposed modifications to the purchase order agreement and any accepted modifications to the purchase order agreement.

8. The system of claim 7, wherein the means for storing electronic records indicating any proposed modifications to the purchase order agreement and any accepted modifications to the purchase order agreement comprises means for storing an indication of a chronological order in which the any proposed modifications to the purchase order agreement and the any accepted modifications to the purchase order agreement occurred.

9. The system of claim 7, wherein the means for storing electronic records indicating any proposed modifications to the purchase order agreement and any accepted modifications to the purchase order agreement comprises means for storing, for reference, information identifying an entity responsible for each of the any proposed modifications to the purchase order agreement and each of the any accepted modifications to the purchase order agreement.

10. The system of claim 4, wherein different seller agent users have different rights with regard to electronically proposing a modification to a purchase order agreement and electronically accepting a proposed modification to a purchase order agreement, and wherein different buyer agent users have different rights with regard to electronically proposing a modification to a purchase order agreement and electronically accepting a proposed modification to a purchase order agreement, and wherein the system allows an electronic proposal of a first modification only in accordance with rights associated with the user attempting to implement the first proposal, and wherein the system allows a first electronic acceptance of a proposed modification only in accordance with rights associated with the user attempting to implement the first electronic acceptance.

11. The system of claim 4, comprising means for the system evaluating whether a first set of payment guarantee criteria are met, and means for, if the first set of payment guarantee criteria are evaluated to be met, the system providing a payment guarantee to the seller to guarantee payment by the buyer in connection with the purchase order agreement as modified by any modifications.

12. The system of claim 11, wherein the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system to be within a specified maximum credit exposure, and the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications.

13. The system of claim 4, wherein the means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications comprises means for electronically evaluating whether the seller has complied with at least a portion of the seller's obligations as defined by the purchase order agreement as modified by any modifications, and wherein means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications comprises means for electronically providing a payment instruction if the seller has been evaluated to have complied with the at least a portion of the seller's obligations as defined by the purchase order agreement as modified by any modifications.

14. A computerized system for facilitating transactions in goods or services, the system comprising:

- means for allowing electronic procurement of a purchase order agreement between a seller and a buyer, the purchase order agreement being stored electronically and relating to a transaction in one or more goods or services, comprising means for allowing electronic negotiation between the seller and the buyer relating to establishing the purchase order agreement;

- means for allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;

- means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement; and

- means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement.

15. A computerized system for facilitating transactions in goods or services, the system comprising:

- means for allowing electronic procurement of a purchase order agreement between a seller and a buyer, the purchase order agreement being stored

CLAIMS APPENDIX 4

electronically and relating to a transaction in one or more goods or services, comprising means for allowing electronic negotiation between the seller and the buyer relating to establishing the purchase order agreement;
means for allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;
means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;
means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement;
means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement; and
means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications.

16. The system of claim 15, wherein the means for allowing electronic negotiation comprises:

means for allowing a first one of the seller and the buyer to communicate to a second one of the seller and the buyer a first proposed purchase order;
means for allowing the second one of the seller and the buyer to electronically communicate to the first one of the seller and the buyer an action selected from the group of accepting the first proposed purchase order, declining the first proposed purchase order, communicating to the second one of the buyer and the seller a second proposed purchase order, the second proposed purchase order being created by the second one of the seller and the buyer by electronically modifying the first proposed purchase order; and
means for electronically establishing and electronically storing a purchase order agreement in accordance with any purchase order that has been proposed by the first one of the seller and the buyer and accepted by the second one of the seller and the buyer, and to establish and store electronically a purchase order agreement in accordance with any purchase order that has been proposed by the second one of the seller and the buyer and accepted by the first one of the seller and the buyer.

CLAIMS APPENDIX 5

17. A computerized method for facilitating transactions in goods or services, the method comprising:

- allowing electronic procurement of a purchase order agreement between a seller and a buyer, the purchase order agreement being stored electronically and relating to a transaction in one or more goods or services;
- allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;
- receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement; and
- electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement.

18. A computerized method for facilitating transactions in goods or services, the method comprising:

- allowing electronic procurement of a purchase order agreement between a seller and a buyer, the purchase order agreement being stored electronically and relating to a transaction in one or more goods or services;
- allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;
- receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;
- electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement;
- electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement; and
- receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications.

19. A computerized method for facilitating transactions in goods or services, the method comprising:

- allowing electronic procurement of a purchase order agreement between a seller and a buyer, the purchase order agreement being stored electronically and

relating to a transaction in one or more goods or services, comprising
allowing electronic negotiation between the seller and the buyer relating to
establishing the purchase order agreement;
allowing electronic modification of the purchase order agreement upon agreement
by the seller and the buyer to the modification;
receiving and storing electronic evidence that the seller has performed in
connection with fulfilling the seller's obligations as defined by the purchase
order agreement; and
electronically evaluating whether the seller has complied with the seller's
obligations as defined by the purchase order agreement.

20. A computerized method for facilitating transactions in goods or services, the
method comprising:

allowing electronic procurement of a purchase order agreement between a seller
and a buyer, the purchase order agreement being stored electronically and
relating to a transaction in one or more goods or services, comprising
allowing electronic negotiation between the seller and the buyer relating to
establishing the purchase order agreement;
allowing electronic modification of the purchase order agreement upon
agreement by the seller and the buyer to the modification;
receiving and storing electronic evidence that the seller has performed in
connection with fulfilling the seller's obligations as defined by the purchase
order agreement;
electronically evaluating whether the seller has complied with the seller's
obligations as defined by the purchase order agreement;
electronically providing a payment instruction if the seller has been evaluated to
have complied with the seller's obligations as defined by the purchase order
agreement; and
receiving and storing electronic evidence that the buyer has made one or more
payments in connection with fulfilling buyer's obligations as defined by the
purchase order agreement as modified by any modifications.

21. The method of claim 20, wherein allowing electronic negotiation comprises:
allowing a first one of the seller and the buyer to communicate to a second one of
the seller and the buyer a first proposed purchase order;

allowing the second one of the seller and the buyer to electronically communicate to the first one of the seller and the buyer an action selected from the group of accepting the first proposed purchase order, declining the first proposed purchase order, communicating to the second one of the buyer and the seller a second proposed purchase order, the second proposed purchase order being created by the second one of the seller and the buyer by electronically modifying the first proposed purchase order; and establishing and storing electronically a purchase order agreement in accordance with any purchase order that has been proposed by the first one of the seller and the buyer and accepted by the second one of the seller and the buyer, and to establish and store electronically a purchase order agreement in accordance with any purchase order that has been proposed by the second one of the seller and the buyer and accepted by the first one of the seller and the buyer.

22. A computer usable medium storing program code which, when executed on a computerized device, causes the computerized device to execute a method for facilitating transactions in goods or services, the method comprising:

allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and electronically storing the purchase order agreement;

allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;

receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications;

electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications;

electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications; and

receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications.

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23. A computer usable medium storing program code which, when executed on a computerized device, causes the computerized device to execute a method for facilitating transactions in goods or services, the method comprising:

allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, comprising allowing electronic negotiation between the seller and the buyer relating to establishing the purchase order agreement, and electronically storing the purchase order agreement;

allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;

receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;

electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement;

electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement; and

receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications.

EVIDENCE APPENDIX

Appellants submit no additional evidence.

RELATED PROCEEDINGS APPENDIX

There are no related proceedings.